

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA and
PRUCO SECURITIES, LLC,

Plaintiffs,

v.

DENNIS BROWNE, ANDREW
GRACE and ANTHONY CONTE,

Defendants.

Civil Action No. 1:06-CV-0059

FILED
HARRISBURG, PA
JAN 05 2007
MARY B. D'ANDREA, CLERK
Per *[Signature]*
Deputy Clerk

STIPULATED PERMANENT INJUNCTION

WHEREAS, on January 12, 2006, the Court issued an Order, *inter alia*, enjoining Defendants (the "January Order"); and

WHEREAS, the Court, noting the agreement of the parties below to extend the January Order, enters the following permanent injunction (referred to herein as the "Permanent Injunction"), to remain in force as set forth below:

It is **ORDERED, ADJUDGED** and **DECREED** that:

1. Defendants Dennis Browne ("Browne"), Andrew Grace ("Grace") and Anthony Conte ("Conte") (collectively, "Defendants"), their agents, servants, employers, employees, any entity with which they are

affiliated, and those persons in active concert or participation with Defendants are ENJOINED through and including November 18, 2007, from:

- a. Soliciting any business from, or initiating any contact with, any client whom Defendants or the agency to which they were assigned served or whose name became known to them during the course of their association with plaintiffs The Prudential Insurance Company of America and Pruco Securities, LLC (collectively, "Prudential").
- b. Causing, assisting or inducing¹ any client or contractholder of Prudential and/or any affiliate of Prudential who became known to Defendants during the course of their association with Prudential, to:
 - i. Discontinue, terminate or withdraw values from any policy, annuity, contract, service or product of any kind of Prudential and/or any affiliate of Prudential; or
 - ii. Purchase services or products that compete, directly or indirectly, with those sold or serviced by Prudential and/or any affiliate of Prudential.
- c. Using, disclosing or transmitting for any purpose any confidential or proprietary information belonging to Prudential, and/or any affiliate of Prudential, or which Prudential or any affiliate of Prudential is obligated to protect, or concerning the customers,

¹ The scope of this restriction does *not* include selling products to or servicing clients who independently contact Defendants

employees, and associated persons of Prudential and/or any affiliate of Prudential, including but not limited to, the names, addresses, and telephone numbers of customers, employees, and associated persons of Prudential and/or any affiliate of Prudential, and the financial information of customers of Prudential and/or any affiliate of Prudential.

- d. Destroying any of the records or information Defendants removed from Prudential.
- e. Soliciting for hire any person affiliated with Prudential (or formerly affiliated with Prudential immediately prior to such hire), or inducing any person affiliated with Prudential to leave Prudential and join Defendants, Conte-Browne, any affiliate thereof, any entity defendant are affiliated with, or any other company or entity.

2. Pursuant to the January Order, Defendants were directed, by January 13, 2006 (the "Return Deadline"), to deliver any and all original Prudential records and software, copies or other reproductions thereof, and any other documents containing information derived from those records, in whatever form, including electronic or computerized versions, to the Prudential office at 150 Corporate Center Drive, Suite 105, Camp Hill, Pennsylvania, and purge such documents and information from their possession, custody, or control or the possession, custody or control of anyone working with or for them and the entity with which they are now affiliated. To the extent that subsequent to the Return Deadline, Defendants identify or discover any documents or records that should have been returned pursuant to the January Order, such documents or records shall be returned immediately to Prudential.

3. The Court shall retain jurisdiction to enforce the terms of this Permanent Injunction and the parties' Confidential Settlement Agreement and Release.

4. The Bond posted by Prudential on or about January 13, 2006 shall be immediately released.

5. This Permanent Injunction supersedes the January Order, except with respect to Defendants' obligation to return Prudential documents and Records as described in Paragraph 2, above.

This Order is issued this 5th day of January 2007.

IT IS SO ORDERED



CHRISTOPHER C. CONNER
UNITED STATES DISTRICT JUDGE

Agreed to by:

REED SMITH LLP

By: //s// Wayne C. Stansfield

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